



Comptroller General  
of the United States  
Washington, D.C. 20548

## Decision

**Matter of:** PFC, Inc.  
**File:** B-243195  
**Date:** July 5, 1991

Sam Zalman Gdanski, Esq., for the protester.  
David E. Mount for Modular Technical Services, Inc., an interested party.  
Michelle Harrell, Esq., General Services Administration, for the agency.  
John W. Van Schaik, Esq., and John Brosnan, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

### DIGEST

Bid samples of dispatch cases were reasonably found unacceptable because they did not present a neat, finished appearance as required by the workmanship provision in the commercial item description referenced in the solicitation.

### DECISION

PFC, Inc. protests the rejection of its bid submitted under invitation for bids (IFB) No. 7FXG-F4-90-8403-S, issued by the General Services Administration (GSA) for two sizes of molded plastic dispatch cases and other cases and portfolios. PFC argues that GSA improperly rejected its bid to supply the molded plastic dispatch cases because the handles on the firm's bid samples did not "present a neat, finished appearance," as required by the solicitation.

We deny the protest.

The solicitation included six groups of line items; the first two groups were for two sizes of molded plastic dispatch cases. Awards were to be made by group.

The solicitation required bidders to submit bid samples with their bids. The IFB advised offerors that the samples were to be evaluated to determine compliance with the salient characteristics of the relevant commercial item description (CID) referenced in the solicitation. Bidders were warned that failure of the samples to conform would require rejection of the bid. The CID for the plastic dispatch cases included the following requirement at paragraph 3.10:

"The completed case shall present a neat, finished appearance both inside and outside, and shall exhibit no evidence of sharp, jagged, or rough frame crimping or other unfinished components. There shall be no sharp edges or points on the exterior or interior. The case shall be free from defects which may affect durability, serviceability, or appearance."

GSA rejected PFC's dispatch case bid samples because the "HANDLE ATTACHMENT DOES NOT PRESENT A NEAT, FINISHED APPEARANCE (WORKMANSHIP)." In explaining the rejection, the contracting officer informed PFC that sharp and jagged edges on the inside of the cases pose a safety problem to users. In addition, the contracting officer informed the firm that its sample case handle attachment, which involves steel mounting wire routed through the aluminum frame, is considered a poor design and is unacceptable since the steel wire is loose and over time may abrade the frame, resulting in larger mounting holes and a loose handle.

PFC argues that the evaluation of its bid samples was subjective and unreasonable since its samples met all requirements of the CID relating to handles. In this respect, PFC argues that the method it uses to attach its handles is not prohibited by the solicitation and its handle passed a lift test that exceeds the CID requirements. The protester also maintains that the agency's conclusion as to the appearance, durability and safety of its handles is unreasonable and is not supported by the record.

The protester's allegation that its samples were misevaluated constitutes a challenge to the agency's technical evaluation. Our Office will review an allegedly improper technical evaluation of such samples to determine whether the evaluation was fair and reasonable and consistent with the evaluation criteria. Warrensville File & Knife, Inc., B-241805, Mar. 1, 1991, 91-1 CPD ¶ 236; Patton Elec. Co., Inc., B-194565, Aug. 27, 1979, 79-2 CPD ¶ 154.

Here, since the agency based the rejection of PFC's samples on the "workmanship" provision of the CID, compliance with the CID handle specification is not at issue. Moreover, bid samples may properly be rejected for defective "workmanship" so long as that term is explained by the solicitation, as was the case here. Patton Elec. Co., Inc., B-194565, *supra*. In this respect, as set out above, the CID workmanship requirement is concerned with durability, serviceability and appearance and the subjective nature of these concerns is not an impediment to an evaluation of workmanship. *Id.*


We have examined the evaluation record and the samples submitted by PFC and we conclude that GSA's rejection of PFC's samples was reasonable and consistent with the solicitation. First, we agree with the agency that the handles on PFC's samples do not present a "neat, finished appearance." In this respect, the handle wiring is attached through crude and uneven holes in the aluminum frame and there are scratches on the frame around the holes. Although the unfinished appearance of the handle attachments was, in our view, sufficient reason to reject PFC's samples, there are also sharp and jagged edges on the inside of the cases--both on the ends of the attachment wires and around the holes through the frame. We do not think that GSA's concern that these edges may pose a hazard is unreasonable. In addition, although PFC argues that the lift test it had performed demonstrates that its handles are secure, in fact, the handles on PFC's samples are loose and, in our view, agency officials were reasonably concerned about further loosening caused by the handle attachments abrading the frame holes.

PFC also argues that it and other vendors have widely used the same handle attachment both commercially and on government contracts and this was the first time its use has been criticized. Further, PFC maintains that after its bid was rejected, it offered to supply cases with riveted handles at no additional cost to the government. According to the protester, in the past, GSA allowed it to supply items that differed from its samples and it was unreasonable for it to not do so here since the PFC bid would save the agency \$93,300 over the life of the contract.

It is not relevant that GSA could save money by accepting PFC's bid with a different, acceptable handle. To permit a bidder an opportunity to change, correct, or explain a nonresponsive bid after bid opening would allow the firm to accept or reject the contract after bids have been exposed by correcting or refusing to correct the bid. Heritage Medical Prods., Inc., B-223214, Aug. 5, 1986, 86-2 CPD ¶ 159. Thus, PFC cannot cure the deficiency in its bid samples. Further, the possibility that the government will realize monetary savings if a deficiency is allowed to be corrected or waived is outweighed by the importance of maintaining the integrity of the competitive bidding system. Id.

Finally, the fact that PFC's handle may have been approved or purchased previously by GSA or another government agency is irrelevant. To hold otherwise would require the government to be forever bound by prior erroneous decisions. Patton Elec. Co., Inc., B-194565, supra.

The protest is denied.

  
for James F. Hinchman  
General Counsel